UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

INFOSYS LIMITED Plaintiff, v. INFOSYS INTERNATIONAL INC. Defendant.	Civil Action No. __________ **DEMAND FOR JURY TRIAL**

COMPLAINT

Plaintiff Infosys Limited ("Plaintiff" or "Infosys") brings this complaint for federal trademark infringement, unfair competition, deceptive trade practices, and false advertising against Infosys International Inc. ("Defendant"). Infosys alleges as follows, upon actual knowledge as to itself, and upon information and belief as to all other matters.

NATURE OF ACTION

1. This is an action for trademark infringement and unfair competition under the Lanham Act, 15 U.S.C. § 1051, *et seq.*, deceptive trade practices and false advertising under N.Y. Gen. Bus. Law §§ 349-350, and unfair competition under the common law of New York. Infosys seeks equitable relief and damages for Defendant's infringing use of the mark and name INFOSYS and INFOSYS INTERNATIONAL to identify and promote information technology consulting services in willful violation of Infosys's trademark and trade name rights.

PARTIES

2. Plaintiff Infosys is a corporation organized under the laws of India with a principal place of business at Plot No. 44, Electronics City, Hosur Road, Bangalore 560 100,

India, and business locations throughout the United States, including in New York.

3. Upon information and belief, Defendant Infosys International Inc. is a domestic business corporation organized under the laws of New York, with a principal place of business at 110 Terminal Drive, Plainview, New York 11803-2302.

JURISDICTION AND VENUE

4. This is an action under the federal Trademark Act, 15 U.S.C. 1051, *et seq*., and under the statutory and common law of the State of New York, including N.Y. Gen. Bus. Law §§ 349-350. Subject matter jurisdiction over this action is conferred upon this Court by 15 U.S.C. §1121 and 28 U.S.C. §§ 1331 and 1338 (a) and (b). This Court also has diversity jurisdiction under 28 U.S.C. § 1332 because the matter is between a citizen of a state and a citizen of a foreign state and the amount in controversy exceeds $75,000, exclusive of interest and costs. Additionally, the Court has supplemental jurisdiction over Infosys' state-law claims pursuant to 28 U.S.C. § 1367.

5. This Court has personal jurisdiction over Defendant and venue is proper in this District pursuant to 28 U.S.C. § 1391(b) and (c) because Defendant is doing business in this District under the infringing trademark giving rise to Infosys' claims, Defendant offers services under the infringing trademark to customers located in this District, Defendant is located and registered to do business in this District, and Infosys is being harmed in this District.

INFOSYS AND ITS TRADEMARKS

6. Infosys is a world leader in information technology and consulting products and services with offices in over 30 countries throughout the world, including 15 offices in the United States.

7. Founded in 1981, Infosys has developed a customer base of over 1,000 clients worldwide, including a substantial number of large global corporations based in the United

States. Infosys also has a long list of U.S. public sector clients (including local, state, and federal government), which work with Infosys's U.S.-based subsidiary, Infosys Public Services.

8. Infosys provides a wide range of business consulting, information technology and outsourcing, and software engineering services and products throughout the world, including in the United States. These product and service offerings include computer and information technology consultation services, business management consulting, information technology outsourcing, and software engineering, design, integration, and consulting.

9. In the last year alone, Infosys' worldwide revenues from its products and services greatly exceeded $9 billion, with a significant portion of that revenue coming from U.S. private and public-sector clients.

10. Infosys has continuously used the INFOSYS mark and name in the United States since at least as early as 1981. Indeed, Infosys's first client was a New York company, which placed an order with Infosys in 1981. Given its use of the INFOSYS mark in New York since 1981, Infosys has owned common law rights in the INFOSYS mark since that time. Further, Infosys rapidly expanded its operations throughout the northeastern United States in the early 1980s, and opened its first international office in Boston in 1987.

11. Infosys owns U.S. Trademark Registration No. 1809733 for the mark INFOSYS covering "computer consultation services and custom design of computer software." True and correct copies of printouts from the United States Patent and Trademark Office database showing the current ownership and status of this registration are attached as **Exhibit A**.

12. Infosys also owns U.S. Trademark Registration No. 3170377 for the mark INFOSYS, covering "business consulting services related to information technology, systems management and integration, product development and support, and software engineering;

outsourcing services in the field information technology, systems management and integration, product development and support, and software engineering; business process engineering services; installation, maintenance and repair of computer hardware systems; electronic storage of data for others; computer consulting services; computer software design and development services for others; computer services, namely creating and maintaining websites for others; installation, maintenance and updating of computer software; technical support services, namely, troubleshooting of computer hardware and software problems in person, via telephone and via electronic and optical communications networks; integration of computer systems and networks." True and correct copies of printouts from the United States Patent and Trademark Office database showing the current ownership and status of this registration are attached as **Exhibit B**.

13. The above-referenced federal trademark registrations are valid and subsisting and are prima facie evidence of Infosys' ownership and the validity of the INFOSYS mark, and of Infosys' exclusive right to use that mark for the identified services. Moreover, both registrations are incontestable, and thus constitute conclusive evidence of Infosys' exclusive right to use the INFOSYS mark for the identified services pursuant to 15 U.S.C. §§ 1065 and 1115(b).

14. Infosys owns the domain name infosys.com, which it has used for many years to promote its various products and services described above.

15. Infosys has devoted many millions of dollars over the years to promote and advertise its INFOSYS products and services in publications such as *Forbes*, *Bloomberg Business Week*, and *Newsweek*.

16. Infosys has established considerable goodwill and recognition, and valuable trademark and trade name rights in INFOSYS, by virtue of its long use of the mark, its

substantial promotional and marketing efforts, and strong sales and revenues of products and services offered under the mark. The INFOSYS mark is and has long been widely recognized in connection with a broad range of products and services offered and provided exclusively by Infosys.

DEFENDANT AND ITS UNLAWFUL ACTS

17. At some point after Infosys's first use of the INFOSYS mark in New York in 1981, Defendant began using the trade name INFOSYS INTERNATIONAL to promote and sell competing information technology services.

18. According to New York state records, Defendant incorporated in New York under the name "Infosys International Inc." on May 3, 1990.

19. In addition to using the trade name INFOSYS INTERNATIONAL, Defendant sometimes refers to itself as INFOSYS. See **Exhibit C** ("Infosys has also teamed up with major government prime contractors for successful implementation of government projects."). [http://www.infosysinternational.com/fedgov.aspx.] Defendant also used INFOSYS standing alone (i.e., without the term "International") in its early years. See **Exhibit D**. [http://web.archive.org/web/19980109173020/http://infosysinternational.com/]

20. The media also sometimes refers to Defendant as INFOSYS. See https://www.youtube.com/watch?v=SQ0Ngs1jHzI at 1:08 and 3:17.

21. Defendant advertises, promotes, and sells its services to customers under the INFOSYS INTERNATIONAL and INFOSYS marks and names in an attempt to unlawfully trade off of the enormous goodwill that Infosys has built in the INFOSYS mark, and unfairly direct customers and business from Infosys to Defendant by creating confusion in the marketplace.

22. Not surprisingly, actual confusion in the marketplace has occurred and continues to occur. Defendant's CEO openly admits that confusion occurs in the marketplace. In an interview available on YouTube, Defendant's CEO disclosed that "many people they do get confused with the name." See https://www.youtube.com/watch?v=4kO47DYdmDQ (starting at 4:02).

23. More recently, Infosys Public Services (Infosys's U.S. subsidiary that works primarily with public sector clients) encountered multiple instances of actual confusion. In one instance, Defendant attempted to register as a vendor with the United Nations through that organization's procurement portal. The United Nations believed Defendant was attempting to register a duplicate account because Infosys Public Services was already an approved vendor with the United Nations. In another instance, Infosys Public Services met with representatives of New York City's Metropolitan Transportation Authority, which believed that it was already working with Infosys when, in fact, it had been working with Defendant. And in yet another instance, Infosys Public Services met with the Chief Information Officer of Nassau County, New York, who believed that Nassau County was already doing work with Infosys, when, in fact, it was doing business with Defendant.

24. Infosys Public Services has also pursued business with various New York state organizations, who have indicated that they already have a master contract in place with Infosys Public Services when, in fact, they have master contracts with Defendant. For instance, Infosys Public Services recently met with the Chief Procurement Officer for New York State, who believed that New York state was already contracted and engaged with Infosys Public Services—when in fact New York state is engaged with Defendant.

25. Defendant promotes on its website that it "can get your projects done from India

and provide you significant cost savings," yet another effort to assume the identity of India-based Infosys. See **Exhibit E.** [http://www.infosysinternational.com/outsourcing.aspx]

26. Defendant's use of the marks INFOSYS and INFOSYS INTERNATIONAL misappropriates Plaintiff's well-known and distinctive INFOSYS mark in its entirety, and is identical in commercial impression to Plaintiff's previously used INFOSYS mark.

27. Defendant's use of the marks INFOSYS and INFOSYS INTERNATIONAL is highly likely to cause—and has caused—actual confusion and mistake in the marketplace. Defendant's infringing trademark and name misappropriates the tremendous goodwill Plaintiff enjoys and Defendant has unlawfully and unfairly assumed Plaintiff's identity.

INJURY TO INFOSYS AND THE PUBLIC

28. Defendant's actions described above are likely to cause confusion, mistake, and deception as to the source or origin of Defendant's products and services, and are likely to falsely suggest a sponsorship, connection, license, or association between Defendant, its products and services, and/or its commercial activities with Infosys, its products and services, and/or commercial activities. Defendant's use of the INFOSYS and INFOSYS INTERNATIONAL names and marks to solicit and conduct business has injured and, unless enjoined by this Court, will continue to injure Infosys, its mark and trade name INFOSYS, the goodwill associated with that mark and name, and Infosys' hard-earned reputation.

29. Defendant's actions described above have damaged and, if permitted to continue, will further damage Infosys, the INFOSYS mark and name, and Infosys' reputation and goodwill associated with its mark and name, and the public interest in being free from confusion.

30. Defendant's actions described above have irreparably harmed and, if not enjoined, will continue to irreparably harm Infosys and the INFOSYS trademark.

31. Infosys has no adequate remedy at law.

FIRST CLAIM FOR RELIEF
Trademark Infringement
Under Section 32 of the Lanham Act, 15 U.S.C. §1114

32. Infosys repeats and realleges each and every allegation set forth above in this Complaint.

33. Defendant's use in commerce of the marks INFOSYS and INFOSYS INTERNATIONAL as described above in connection with the sale, offering for sale, and advertising of Defendant's goods and services has caused and is likely to continue to cause confusion, or to cause mistake, or to deceive in violation of Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1).

34. The actions of Defendant described above have at all times relevant to this action been willful and knowing.

35. As a direct and proximate result of the actions of Defendant alleged above, Infosys has been damaged and will continue to be damaged.

SECOND CLAIM FOR RELIEF
Unfair Competition
Under Section 43(a)(1)(A) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(A)

36. Infosys repeats and realleges each and every allegation set forth above in this Complaint.

37. Defendant's use of the marks INFOSYS and INFOSYS INTERNATIONAL as described above in connection with the sale, offering for sale, and advertising of Defendant's goods and services has caused and is likely to continue to cause confusion, or to cause mistake, or to deceive as to the origin, sponsorship, or approval of Defendant, its products and services, and/or its commercial activities by or with Infosys, its products and services, and/or commercial

activities, and thus constitutes trademark infringement, false designation of origin, and unfair competition in violation of Section 43(a)(1)(A) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(A).

38. The actions of Defendant described above have at all times relevant to this action been willful and knowing.

39. As a direct and proximate result of the actions of Defendant alleged above, Infosys has been damaged and will continue to be damaged.

THIRD CLAIM FOR RELIEF
Violation of the New York Deceptive Trade Practices Statute
Under N.Y. Gen. Bus. Law § 349

40. Infosys repeats and realleges each and every allegation set forth above in this Complaint.

41. Defendant's actions as described above constitute deceptive acts or practices in the conduct of a business, trade, and commerce, and in the furnishing of a service in New York, in violation of N.Y. Gen. Bus. Law § 349.

42. The actions of Defendant described above have at all times relevant to this action been willful and knowing.

43. As a direct and proximate result of the actions of Defendant alleged above, Infosys has been damaged and will continue to be damaged.

FOURTH CLAIM FOR RELIEF
Violation of the New York False Advertising Statute
Under N.Y. Gen. Bus. Law § 350

44. Infosys repeats and realleges each and every allegation set forth above in this Complaint.

45. Defendant's actions as described above constitute false advertising of their business in a manner that is misleading in a material respect, in violation of N.Y. Gen. Bus. Law

§§ 350(a)-(e).

46. The actions of Defendant described above have at all times relevant to this action been willful and knowing.

47. As a direct and proximate result of the actions of Defendant alleged above, Infosys has been damaged and will continue to be damaged.

FIFTH CLAIM FOR RELIEF
Common Law Unfair Competition

48. Infosys repeats and realleges each and every allegation set forth above in this Complaint.

49. Defendant's actions described above create the impression in the mind of the public that Infosys is responsible for the quality and performance of Defendant's services or is otherwise connected or associated with Defendant, and thus constitute common law trademark and trade name infringement in violation of Infosys' rights under the common law of the State of New York.

50. The actions of Defendant described above have at all times relevant to this action been willful and knowing.

51. As a direct and proximate result of the actions of Defendant alleged above, Infosys has been damaged and will continue to be damaged.

PRAYER FOR RELIEF

A. An Order declaring that Defendant's unauthorized use of the mark and name INFOSYS and INFOSYS INTERNATIONAL as described above infringes Infosys' trademark and trade name rights and that Defendant's actions constitute federal, state, and/or common law trademark and trade name infringement, unfair competition, false advertising, and deceptive trade practices.

B. A permanent injunction enjoining Defendant and its employees, agents, partners, officers, directors, owners, shareholders, principals, subsidiaries, related companies, affiliates, distributors, dealers, and all persons in active concert or participation with any of them:

1. From using the mark and name INFOSYS or INFOSYS INTERNATIONAL, the infosysinternational.com domain name, any variations of those marks and names, and any other marks or names that comprise, or are confusingly similar, to the INFOSYS mark including, but not limited to use as, or as part of, a trademark, service mark, logo, tagline, slogan, trade name, corporate name, business name, e-mail address, domain name, URL, screen name, social media name, metatag, or other name, mark, or identifier; and

2. From representing by any means whatsoever, directly or indirectly, that Defendant, any products and services offered by Defendant, or any activities undertaken by Defendant, are associated or connected in any way with Infosys or otherwise associated, approved, sponsored, or connected in any way with Infosys.

C. An Order requiring Defendant to pay Infosys actual damages in an amount as yet undetermined caused by the foregoing acts of infringement and unfair competition, and trebling such damages in accordance with 15 U.S.C. § 1117 and other applicable laws.

D. An Order requiring Defendant to account for and pay to Infosys any and all profits arising from the foregoing acts, and increasing such profits, in accordance with 15 U.S.C. § 1117 and other applicable laws.

E. An Order requiring Defendant to pay Infosys the costs of bringing this action, including reasonable attorneys' fees, pursuant to 15 U.S.C. §§ 1117 and 1120 and other applicable laws.

F. An Order requiring Defendant to pay all available damages pursuant to N.Y. Gen. Bus. Law §§ 349-350.

G. Such other relief as the Court may deem appropriate.

JURY DEMAND

Under Rule 38 of the Federal Rules of Civil Procedure, Infosys requests a trial by jury of all issues so triable by a jury in this action.

Dated: April 21, 2017

Respectfully submitted,

MORITT HOCK & HAMROFF LLP

By: /s/ Michael Cardello III
Michael Cardello III
Theresa A. Driscoll

400 Garden City Plaza
Garden City, New York 11530
(516) 873-2000
mcardello@moritthock.com
tdriscoll@moritthock.com

-and-

FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, L.L.P.
Mark Sommers
Naresh Kilaru
901 New York Avenue, N.W.
Washington, DC 20001
(202) 408-4000
Mark.Sommers@finnegan.com
Naresh.Kilaru@finnegan.com

Attorneys for Plaintiff Infosys Limited